

W H E R E A S the aforesaid agreement of sale and purchase dated April 27th, 1905, require the delivery of a consent and release made by the Conowingo Bridge Company, and

W H E R E A S the undersigned have not as yet procured the execution and delivery thereof:

N O W T H E R E F O R E, for the same considerations mentioned in the foregoing agreement between the undersigned and Purchaser, the undersigned further agree to cause such a consent and release in the form hereto annexed to be duly and lawfully executed by said Conowingo Bridge Company and delivered to Purchaser on or before July 1st, 1905.

Geo. K. McGaw,
James H. Harlow,
M. H. Houseman.

CONSENT AND RELEASE, made this day
of June, in the year one thousand nine hundred and five,
by the CONOWINGO BRIDGE COMPANY, a corporation of the
State of Maryland, to McCALL FERRY POWER COMPANY, a cor-
poration of the State of Pennsylvania, WITNESSETH:

In consideration of five dollars and other val-
uable considerations, the receipt and benefit whereof are
hereby acknowledged, the Conowingo Bridge Company consents
and agrees to the construction, maintenance and operation
by said McCall Ferry Power Company, and by any other
corporation or corporations authorized so to do by said
McCall Ferry Power Company, and by the successors and
assigns of them and each of them, of a dam or dams and
water power plant or plants and appurtenances, at any
point or points upon the Susquehanna River selected, and
of such character and extent as may be determined by said
McCall Ferry Power Company, or by the corporation or
corporations so authorized by it; and further consents to
the impounding of water and flooding of any of its proper-
ty, and to all other consequences of the construction,
maintenance and operation of such dams, water power plants
and appurtenances, and does hereby waive, release and for-
ever discharge the said McCall Ferry Power Company and
every corporation so authorized by it, and the successors
and assigns of them and of each of them, of and from all
damages, expenses, costs, actions, causes of actions,
suits, controversies, claims, demands and liabilities
whatsoever, of every kind and nature, both in law and in
equity (except the costs and expenses hereafter agreed
to be paid by said McCall Ferry Power Company) which

may arise by reason of such construction, maintenance or operation of dams, water power plants and appurtenances in, along or across the said Susquehanna River, or by any thereof.

The said McCall Ferry Power Company, for itself, and for and on behalf of every Company authorized by it to construct or maintain or operate any such dam or dams, or water power plant or plants, hereby agrees that in case any such water power development should interfere with the existing bridge of said Conowingo Bridge Company, or its approaches, then said McCall Ferry Power Company will promptly pay or cause to be paid all costs and expenses of alteration or reconstruction attributable to such development or its consequences.

It is intended that this Consent and Release shall be relied upon by said McCall Ferry Power Company in acquiring properties and rights for such dams, ponds, water power, hydro-electric plants and appurtenances, and the maintenance thereof, and by others in acquiring any such properties with the object of conveying the same to said McCall Ferry Power Company.

IN WITNESS WHEREOF, the said Conowingo Bridge Company has caused its corporate seal to be hereunto affixed, and attested by its Secretary, and these presents to be signed by its President the day and year first above written.

A G R E E M E N T, dated April 27th, 1905,
b e t w e e n GEORGE K. McGAW, of Baltimore, Maryland,
hereinafter called Vendor, party of the first part, and
S. R. Bertron hereinafter called Purchaser,
party of the second part.

In consideration of one dollar and other valuable considerations, receipt whereof is hereby acknowledged, Vendor agrees to sell, transfer and deliver, or cause to be sold, transferred and delivered to Purchaser at his option, and for the same considerations aforesaid, all the capital stock of each of the following corporations: The Susquehanna Construction Company of Baltimore City, a Maryland corporation, The Sowege Water & Power Company and Lower Chanceford Water & Power Company, corporations of Pennsylvania, and shares of the capital stock of the Susquehanna Electric Power Company, a Maryland corporation, and shares of the capital stock of the Yarttic Water & Power Company, a Pennsylvania corporation, said amounts of stock respectively being all of the stock owned or controlled by Vendor or his associates.

It is understood, however, that in case the stock or any thereof of the aforesaid Sowege Water & Power Company is owned by the aforesaid Susquehanna Electric Power Company, then to the extent that such stock is so owned, Vendor shall not be obligated hereby to deliver the same.

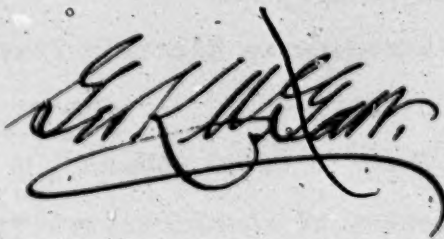
Vendor further agrees upon delivery of such stocks as hereinafter provided, to turn over to Purchaser or his

-2-

nominees resignations of all the officers and directors of such corporations (except that as to the Susquehanna Electric Power Company the resignations are to be only of a majority of the directors, and of Vendor, such officers as are in his employ), and the corporate books and records thereof.

Delivery of all of the foregoing is to be made at the office of Simpson, Thacher & Bartlett in the City of New York on the first day of June, 1905, provided Purchaser has theretofore notified Vendor of his election to exercise this option.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals the day and year first above written.



IT IS HEREBY MUTUALLY AGREED that the time for delivery and payment under the agreement, of which the foregoing is a copy, be, and the same hereby is, changed from the first day of June, 1905, to the eighth day of June, 1905, at the same place, with the same effect in all respects as if the words "the eighth day of June, 1905" had been written in said contract in the last paragraph but one thereof in place of the words "the first day of June, 1905."

Dated, May 25, 1905.



Above time further changed to 15th of June, 1905, at the same place.

Dated, June 5th 1905.



806-20-8
PGB/AMB

Ex II

May 1, 1905.

George K. McGaw,
James H. Harlow and
O. H. Housman, Esqs.,
Baltimore, Md.

Dear Sirs:

On behalf of Messrs. Harvey Fisk & Sons, parties of the second part to an agreement made with yourselves, as parties of the first part, dated April 27, 1905, we write this letter pursuant to the oral understanding that we should do so, at the interview at which said contract was delivered.

Said contract was so delivered upon the express understanding that a certain other contract of the same date, made by George K. McGaw, as party of the first part, and S. R. Bertron, as party of the second part, was a part of the same transaction, and that the obligation of said Harvey Fisk & Sons under said first mentioned contract are conditioned upon the performance of both the aforesaid contracts; and upon the further express understanding that the two contracts in question cover and agree to transfer all the property interests, whether in or in respect to lands or water rights, or corporate stock or interests, or other rights, useful or valuable in the development of the water power

-2-

of the Sasquehanna River between Columbia and Havre de Grace, or which might be prejudicial thereto, if not so transferred, which the said parties of the first part in said contracts or any of them or of their associates, now own or control.

A. above stated, this letter merely confirms the oral understanding had at the time of delivery, and is sent pursuant to the statement then made by the writer that such a letter would be written and sent.

Very truly yours,

5148
5555

A G R E E M E N T, dated June 15th, 1905, between GEORGE K. McGAW, JAMES H. HARLOW and M. H. HOUSEMAN, all of Baltimore, Maryland, hereinafter called "Vendors", parties of the first part, and SUSQUEHANNA CONTRACTING COMPANY, a corporation of New York, hereinafter called "Purchaser", party of the second part.

W H E R E A S Vendors heretofore made with Harvey Fisk & Sons an agreement of sale and purchase, dated April 27, 1905, a copy whereof is hereunto attached, which agreement has been extended until this date and assigned to Purchaser and is now about to be carried out; and

W H E R E A S it has been agreed that this present agreement shall be made as a part of such sale and purchase.

N O W T H E R E F O R E, in consideration of the premises and for the considerations of said sale and purchase, and to induce the same, Vendors hereby jointly and severally guarantee and agree to and with Purchaser as follows:

1. That Vendors have, and each of them has, good right, title, power and authority to convey and transfer, or cause to be conveyed and transferred, to Purchaser or its nominees, all the lands, corporate stocks and other properties described in said agreement of sale and purchase, which Vendors are conveying or transferring, or which any of them is conveying or transferring, or causing to be conveyed or transferred, to Purchaser or its nominees in carrying out said sale and purchase in form and manner as the same are so being conveyed or transferred.

-2-

2. That the Susquehanna Canal and Power Company, all of whose stock is among that being transferred to Purchaser in carrying out said sale and purchase, retains, and shall continue to have until July 1st, 1905, the option that is contained in a certain agreement dated April 5, 1905, between Charles D. Pullen, of the City of New York, as first party, and Vendors as second parties, to-wit, the option to purchase all the stock of the Conowingo Bridge Company, a corporation of Maryland, which on said 5th day of April, 1905, was, or now is, owned or controlled by Vendors or any of them (being a majority of such stock) at the price of twenty dollars per share.

3. That the conveyances and transfers now being made by Vendors or any of them cover and transfer to Purchaser all the property interests in or in respect to lands or water rights or corporate stocks or interests or other rights useful or valuable in the development of the water power of the Susquehanna River between Columbia and Havre de Grace, or which might be prejudicial thereto if not transferred, which the Vendors or any of them or of their associates now own or control.

In consideration of the premises and of the said conveyances and transfers by Vendors, Purchaser agrees:

1. That all transfers and deliveries and instruments thereof made by Vendors or any of them to or for account of Purchaser pursuant to or in carrying out the said agreement of sale and purchase, are and are to be subject to the agreement between Charles D. Pullen and Vendors, a copy whereof, marked "C", is annexed to said agreement of sale and purchase, and Purchaser hereby as-

-3-

sumes and agrees to perform the obligations of Vendors under the said agreement marked C.

2. That inasmuch as the bonds and stock forming part of the purchase price to be paid Vendors under said agreement of sale and purchase are not ready for delivery, Purchaser will, on or before September 1, 1905, procure and obtain the same, to-wit, \$250,000 in aggregate principal amount of such bonds and \$100,000 in aggregate par value of such stock, and transfer and deliver, or cause to be transferred and delivered the same and all thereof to Vendors.

IT IS UNDERSTOOD AND AGREED that the making and delivery hereof does not discharge, extinguish or negative any obligation, agreement or guaranty of any of the parties hereto in, by or under the said agreement of purchase and sale dated April 27th, 1905, or implied by law.

The properties and stocks so being conveyed and transferred to Purchaser, or some of them, are, however, subject to debts, taxes and other matters or defects as set forth in the schedule hereto attached, all of which Vendors are to cause to be paid, discharged and cleared off on or before September 1st, 1905.

All obligations and provisions hereof are binding upon and for the benefit of and enforceable by the heirs, representatives and assigns of Vendors and the successors and assigns of Purchaser.

IN WITNESS WHEREOF Vendors have hereunto in duplicate set their hands and seals, and Purchaser the signature of its President and its seal, attested by its

-4-

Secretary, the day and year first above written.

Geo. R. M. Galt L.S.

James H. Harlow L.S.

W. H. Houseman L.S.



*Susquehanna Contracting Co.
by A. D. Baileiff
President.*

Attest.

*Cor A Mackey
Secretary.*

FOR VALUE RECEIVED the undersigned hereby guarantee to Vendors, their personal representatives and assigns, the performance by Susquehanna Contracting Company of its agreements stated in the foregoing instrument.

Dated, New York,

1905.

Harry J. [Signature]

SCHEDULE TO BE ATTACHED TO AGREEMENT DATED JUNE 15, 1905, BETWEEN GEORGE K. MCGAW, JAMES H. HARLOW AND M. H. HOUSEMAN, PARTIES OF THE FIRST PART, AND SUSQUEHANNA CONTRACTING COMPANY, PARTY OF THE SECOND PART.

Property of Old Tide Water Canal Company in Harford County, Maryland.

1. Pay proper proportion of any local taxes due.
2. Furnish information about leases and adjust rents.

Proprietors of The Susquehanna Canal.

1. Pay proper proportion of any local taxes due.
2. Pay any current debts due.
3. Furnish information about leases and adjust rents.

Susquehanna Canal and Power Company.

1. Have certificate for four shares of stock standing in the name of C. R. McConkey duly endorsed by him for transfer in blank.
2. Make report to State of Pennsylvania for State taxes accrued and pay same.
3. Pay any current debts of Company due up to June 15, 1905, and arrange for surrender of lease of Baltimore office.
4. Record deed from S. Johnson Poe and George L. Van Ribber, Receivers, to E. J. D. Cross, and from E. J. D. Cross to Susquehanna Canal and Power Company, in Lancaster County.
5. Have certificate for three shares of stock issued to J. H. Harlow countersigned by McConkey as secretary and have transfer on back of certificate duly signed by J. H. Harlow.
6. Pay sums, if any, due for local taxes.

-2-

7. Furnish information about leases and adjust rents.

8. Adjust bills of local counsel who examined titles. Lower Chanceford Water and Power Company.

1. Get resignation of G. W. Rupp, director.

2. Have G. W. Rupp assign his right to subscribe for one share of stock of the Company.

Properties conveyed by J. H. Harlow, George K. McGaw and others, individually.

SWEIGERT TITLE, Tract No. 4 East.

Obtain conveyance from guardian of Effie G. Fry under order of Orphans' Court.

MCCARTY TITLE, Sicily Island, Tract No. 35 East.

Litigation now going on between H. E. Gerhard as plaintiff and Ella J. McCarty and James H. Harlow as defendants, to be adjusted between the parties to the foregoing agreement.

DANIEL F. LANDIS, Tract No. 12 West.

Have Fred R. Williams obtain and file satisfaction piece of mortgage to Lydia A. Castner for \$200.

A. RANDOLPH KILGORE, Tract No. 32 West.

The deed from George F. Sanbel to A. Randolph Kilgore is not under seal. The deed should be re-executed, with the seal of the Orphans' Court attached, or a proper deed of confirmation should be obtained.

EMILIE M. E. SECHLER, Tract No. 4 East.

Title to be satisfactory to Simpson, Thacher & Bartlett.

GRACE SHURE, Tract No. 22 West.

Title to be satisfactory to Simpson, Thacher &

-3-

Bartlett.

TAYLOR SPROUT, Tract No. 13 East.

Obtain affidavit showing that all the heirs of John J. Kreider joined in 1898 in transfer of mortgage from William Blair and wife to John J. Kreider.

Pay proper proportion of any local taxes due on all the properties conveyed by J. H. Harlow, George K. McGaw, and others individually.

Peach Bottom Water & Power Company.

1. The original minutes thereof.
2. Its corporate seal.

Drumore Water & Power Company.

1. The original minutes thereof.
2. Its corporate seal.

Fulton Water & Power Company.

1. The original minutes thereof.
2. Its corporate seal.

Susquehanna River Power Company.

1. The original minutes thereof.
2. Its corporate seal.
3. Either an endorsement by Herbert F. Harris of *his certificate for* ~~an assignment~~ of the three shares of stock of the Company in his name, or an assignment and Power of Attorney *to transfer* said shares signed by him.

4. Payment of all taxes to June 15, 1905.

Manor Water & Power Company.

1. The original minutes thereof.
2. Its corporate seal.

IT IS UNDERSTOOD AND AGREED that the time fixed
in the agreement between us, dated June 15th, 1905, for
the delivery of certain stock and bonds of McCall Ferry
Power Company is hereby extended to October ^{and including} 2, 1905.

Sept. 8, 1905.

George K. McGraw.

James H. Harlow.

M. H. Houseman

By M. H. Houseman
Attorney &

Singapore Contracting Co.

by
Simpson Thacker & Bartlett, ~~attys~~

The above time is hereby further
extended to and including October
15th, 1905.
Sept. 29, 1905.

Knickerbocker Trust Company

66 Broadway

New York, May 31, 1905.

SUSQUEHANNA POWER CO. LOAN

Messrs. Harvey Fisk & Sons,

62 Cedar Street,

New York City.

Dear Sirs:-

We duly received your favor of the 28th inst. and would have replied earlier were it not for the absence of our President for a few days.

The change that you suggest, i.e., reducing the loan by \$72,000. - making the total amount borrowed, - \$4,337,600.- is quite agreeable to us.

Very truly yours,

(signed) Wm. E. Randall,
Trust Officer.

Agreement Between Susquehanna Contracting Company
and Knickerbocker Trust Company for Loans

(Copy of agmt. as executed)

Marked for identification Jan. 26, 1906

AGREEMENT dated Nov. 1st, 1905, between KNICKERBOCKER TRUST COMPANY, a corporation of New York, (hereinafter called "Lender"), party of the first part, and SUSQUEHANNA CONTRACTING COMPANY, also a corporation of New York, (hereinafter called "Borrower"), party of the second part:

In consideration of the sum of \$22,410, receipt whereof from Borrower is hereby acknowledged, and in consideration further of the agreements of Borrower hereinafter expressed, Lender hereby agrees:

To loan to Borrower for the times, at the rate of interest and upon the terms and conditions hereinafter specified, such amounts, not exceeding the aggregate of \$4,482,000 at any one time, as Borrower may in writing request (at least five days in advance) at any time and from time to time within three years from the first day of November, 1905.

Every such loan is to bear interest at the rate of six per cent. per annum for the whole period thereof, is to be evidenced by note of Borrower (substantially in the form hereto annexed) for the amount thereof, and is to be secured by pledge of (a) Bond and Stock Purchase Agreements (first instalment of twenty per cent. paid) out of those listed in the Schedule hereto annexed marked "A", aggregating, in total purchase price, one hundred and twenty five per centum of the principal amount of such loan, and (b) the whole amount of first mortgage bonds of McCall Perry Power Company (secured by mortgage to Lender dated June 15th, 1905) and of preferred stock of said Power Company agreed to be purchased by the Bond and Stock

MEMORANDUM.

Harlow, McGaw and Houseman, by their agreement of April 27th, 1905, agreed to transfer, inter alia, "all lands, islands, river bed, interests in lands, easements, shore and riparian rights now owned by the Vendors or by any of them within the State of Pennsylvania or Maryland in and along the Susquehanna River from Columbia to Havre de Grace, including all so-called "release of damages" so owned."

By their agreement of June 15th, 1905, they further agreed as follows: "That the conveyances and transfers now being made by Vendors or any of them cover and transfer to Purchaser all the property interests in or in respect to lands or water rights or corporate stocks or interests or other rights useful or valuable in the development of the water power of the Susquehanna River between Columbia and Havre de Grace, or which might be prejudicial thereto if not transferred, which the Vendors or any of them or of their associates now own or control."

Arrangement by Harvey Fisk & Sons for Loans From
Knickerbocker Trust Company

A G R E E M E N T, dated June 14th 1905,
between HARVEY FISK & SONS, Bankers, of the City of New
York, hereinafter called "Bankers," parties of the first
part, and, SUSQUEHANNA CONTRACTING COMPANY, a corporation
of New York, hereinafter called "Contracting Company",
party of the second part.

W H E R E A S, Bankers hold ^{hereinafter} agreements called
"purchase agreements", substantially in the form of "Ex-
hibit A", hereto attached, for the purchase of bonds and
stock of the proposed Company described therein, to the
aggregate amount of eight million dollars of principal
of such bonds; and

W H E R E A S, Bankers have, pursuant to said
purchase agreements, arranged for loans from the Knicker-
bocker Trust Company of New York City, hereinafter called
"Trust Company", as set forth in the correspondence, a
copy whereof is hereto attached, marked "Exhibit B"; and

W H E R E A S, Contracting Company represents
that it has made arrangements with the owners of the ri-
parian lands and interests on the Susquehanna River men-
tioned in said purchase agreements and with the owners of
the other properties hereinafter mentioned, as follows:
said riparian lands and interests and other riparian lands
and interests, corporate stocks, contracts, options,
rights, privileges and franchises of value to the enter-
prise are to be transferred to Contracting Company or its
assignee, for considerations agreed upon, and Contract-
ing Company has agreed with McCall Ferry Power Company,
hereinafter called "Power Company," a corporation of

-2-

Pennsylvania having appropriate powers, to convey and transfer to it all the aforesaid lands, interests, stocks, contracts, options, rights, privileges and franchises, and to pay to it a sum of money sufficient, according to estimate (a) to construct the dam and other necessary works and equip the same with transmission lines, and (b) to pay all interest, commissions, organization, corporate, legal and other expenses which will remain payable by said Power Company, all as stated in the "plan" set forth in said purchase agreements, (all other compensations and all profits mentioned in said Plan being covered under the aforesaid arrangements of Contracting Company for obtaining from the present owners said lands, interests, corporate stocks, privileges and franchises) for all of which said Power Company has agreed to issue eight million four hundred and eighty-three thousand dollars in aggregate principal amount of bonds, and four million one hundred and sixteen thousand five hundred dollars in aggregate par value of preferred stock, both of the character described in said Plan, and all its unissued common stock;

NOW, THEREFORE, each in consideration of the premises and of the agreements of the other herein, said parties hereby agree as follows:

Bankers hereby assign and transfer unto Contracting Company, all the said purchase agreements and all Bankers' rights and interests therein and thereunder, except, and reserving, Bankers' right and option as in said purchase agreements set forth, to purchase the bonds covered thereby at 90, and subject to the pledge of cer-

-3-

tain of said purchase agreements to the Trust Company as hereinafter provided, and Bankers also assign and transfer to Contracting Company the aforesaid arrangement for loans made with said Trust Company, and all the rights and interests of Bankers thereunder, and also assign and transfer to said Contracting Company all moneys due and to become due (including all heretofore paid) on or under any and all of said Purchase agreements.

Contracting Company agrees to obtain from Power Company, pursuant to the arrangements hereinbefore recited, bonds and preferred stock of Power Company sufficient for delivery to all Subscribers under said purchase agreements, and hereby assumes and agrees to perform and discharge all the obligations and liabilities of every kind of Bankers, now existing or that may hereafter properly arise, under said purchase agreements, both to Subscribers and for interest, commissions or expenses, and hereby constitutes and appoints Bankers its agents for the performance of all obligations so assumed by it, and agrees to deliver to them all bonds and stock necessary for delivery to Subscribers under said purchase agreements, and authorizes and empowers Bankers to make calls for and receive further instalments of purchase price, and to make deliveries of bonds and stock to Subscribers entitled thereto, and Contracting Company further agrees to do and carry out all that is required from it by or under the aforesaid arrangement with the Trust Company for loan or loans, and execute all contracts, agreements, notes and other instruments that may reasonably be required in that regard.

-4-

IT IS UNDERSTOOD that the powers hereby vested in Bankers are irrevocable, being coupled with the interest of said Bankers in the subject matter thereof, both as holding the option upon said bonds and as having contracted for the sale thereof and in reference to the loan arrangement aforesaid.

IT IS FURTHER UNDERSTOOD that the purchase agreements aforesaid of Subscribers who have elected to defer payment of all instalments after the first will be assigned by Bankers to said Trust Company, in pledge, as security for the loans to be obtained under the loan arrangement aforesaid.

All provisions hereof shall be binding upon and are for the benefit of, and shall be enforceable by the successors, heirs, representatives and assigns of Bankers, and the successors and assigns of Contracting Company.

IN WITNESS WHEREOF, said parties have respectively duly executed this agreement the day and year first above written.

Harry D. [Signature]

*Superior Contracting Co.
by A. P. [Signature]
President*



Attest.

Lois A. Mackay

Secretary

COPY

EXHIBIT B.

May 15, 1905. 111

Knickerbocker Trust Company,
Charles T. Barney, Esq., President,
66 Broadway, New York City.

Dear Sir: Referring to the conversation between yourself and our Mr. Barnum, we beg to say:

As we have explained to you, a Power Company is now being formed to develop the water power at or near McCall's Ferry, in the Counties of York and Lancaster, in the State of Pennsylvania, which will issue securities in accordance with the Plan set out in the stock and bond purchase agreement, dated March 25, 1905, a copy of which agreement we herewith enclose.

Of the bonds which it is proposed said Company shall issue, namely \$10,000,000. of Thirty-year, five per cent. Gold Bonds, secured by a mortgage, either directly or by pledge of stocks, upon the lands, water rights, power plant equipment, etc. of the Power Company, we have sold bonds for the principal sum in the aggregate of \$6,145,000 at the price and upon the terms set forth in said agreement of March 25, 1905, and bonds for the principal sum in the aggregate of \$1,855,000 at the same price and upon the same terms, except that the purchasers thereof elect not to defer their payments.

We understand it to have been agreed upon between us that the Knickerbocker Trust Company will make loans or ad-

-2-

Sec
vances up to an aggregate of \$4,424,400 as money may be called for, at any time and from time to time within three years from the first day of June, 1905, on the following terms:

The loans are to bear interest at the rate of six per cent. per annum, and are to be secured by the pledge of, (a) bonds of the Power Company issued in compliance with the said Plan, for the principal sum in the aggregate of \$6,145,000, and (b) agreements to purchase such bonds in the form of that enclosed, to the amount of \$6,145,000; the bonds and bond purchase agreements pledged to be proportionately less than \$6,155,000 if the loans shall aggregate less than \$4,424,400.

The loans are to mature at the end of the year during which they are made, but may be extended, at borrower's option by one or two yearly renewals, as the case may be, to the end of the third year, provided that sixty days' notice of the intention to renew be given in each case.

In addition to interest, the Construction Company is to pay the Trust Company a commission of one-half per cent. upon the full amount agreed to be loaned, viz: \$4,424,400, for each year during or for which any loan or renewal shall be made, and this agreement shall be in force.

The whole or any part of said loan may be paid off at any time on thirty days' notice.

Sec 209

K.T. Co.

3-

The loan or loans are to be made to the Construction Company which is being formed to carry on the work of construction and equipment, and through which securities of the Power Company will be issued.

It is understood that as soon as this Company is organized, a formal agreement between such Company and the Trust Company will be made embodying the terms hereof and providing for the pledge of the bonds and the said agreements of purchase.

We shall be glad of a note from you confirming the terms hereof, if your understanding of the agreement between us corresponds with ours as stated herein.

Meantime, we remain,

Very truly yours,

COPY

May 15, 1905.

Sec 20-9

Charles T. Barney, Esq., President,
66 Broadway, New York City.

Dear Sir:-

In addressing you the letter with reference to loan on Susquehanna Power bonds, the draft of which letter, we understand, has been approved by you, we have taken the liberty of changing the amount of the loan by a reduction of \$14,400. This comes about through a request made by one of the subscribers that he be permitted to change from a deferred payment subscriber to a non-deferred payment subscriber, to which we have acceded.

Trusting that this change will be acceptable to you, we remain,

Very truly yours,

COPY

100-20-9

KNICKERBOCKER TRUST COMPANY
66 Broadway,

New York, May 16, 1905.

Messrs. Harvey Fisk & Sons
62 Cedar Street,
New York.

Dear Sirs:

Referring to your letters of the 15th inst., in reference to the Susquehanna Power Company, the terms of the loan, as expressed in your letter, conform to our understanding.

It is of course understood that the underwriters are to be satisfactory to us, and we have no doubt that they will be so. We also understand that we are to be Trustees under the mortgage.

We should be glad if you would send, at your convenience, a draft of the mortgage and other papers to Mr. Cornell (of Messrs. Davies, Stone & Auerbach) for approval on our behalf.

Very truly yours,

(signed) Wm. B. Randall,
Trust Officer.

C O P Y

May 29, 1905.

8 cc 209

Charles T. Barney, Esq., President,
Knickerbocker Trust Company,
66 Broadway, New York.

Dear Sir:-

Confirming our understanding, and referring to our letters of May 15th, we beg to request that you will change the amount of the loan on Susquehanna Power bonds by a reduction of \$72,000., making the total amount to be borrowed \$4,337,600.

As we have already explained to you, this reduction is made in order to permit the United Electric Securities Company, of Boston, who have been given an underwriting through Mr. C. A. Coffin, to make their payments as called, instead of being placed on the deferred list.

Kindly confirm, and oblige,

Yours very truly,

-2-

Purchase Agreements so pledged. Every such loan is to mature on the first day of November following the date on which it is made, but may be extended, at Borrower's option, by one or more renewals, as the case may be, to November first, 1908, provided that sixty days' notice of the intention to renew be given by Borrower to Lender in writing in each case. The whole or any part of any such loan may be paid off at any time on thirty days' notice in writing by Borrower to Lender.

In consideration of the foregoing agreements of Lender, Borrower herewith pays to Lender the sum of \$22,410 for the year ending November 1st, 1906 (being the same sum receipt whereof by Lender is hereinbefore recited), and agrees to pay to Lender the further sum of \$22,410 for each of the other two years during which this agreement shall be in force and during or for which any loan or renewal shall be made hereunder, and hereby represents and guarantees to Lender that said McCall Ferry Power Company has been formed, capitalized and vested with properties in all respects in conformity with the "Plan" set forth in said "Bond and Stock Purchase Agreements", and that its said first mortgage bonds and preferred stock are the bonds and stock agreed to be purchased by said agreements, and that Borrower is the corporation referred to as "the Construction Company" in a letter dated May 15th, 1905, relating to the subject matter of this agreement, from Messrs. Harvey Fisk & Sons to Lender.

All obligations hereof shall be binding upon, and enforceable by, the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF, hereunto in duplicate, in the

-3-

City of New York, said parties respectively have affixed their seals, duly attested, and their signatures, the day and year first above written.

Signed by both parties with the seals and form of note attached, the latter being attached hereto

PROMISSORY NOTE

PURSUANT TO

KNICKERBOCKER TRUST COMPANY—SUSQUEHANNA
CONTRACTING COMPANY LOAN AGREEMENT.

No. 100

Amount \$ _____

Dated _____ Due _____

Remarks:

Total amount outstanding notes, including foregoing,

No. 100

PROMISSORY NOTE

PURSUANT TO

KNICKERBOCKER TRUST COMPANY—SUSQUEHANNA CONTRACTING COMPANY LOAN AGREEMENT.

NEW YORK,

, 190

FOR VALUE RECEIVED, on the first day of November, 190 , the undersigned SUSQUEHANNA CONTRACTING COMPANY promises to pay to the order of Knickerbocker Trust Company, at its office, No. 66 Broadway, New York City, _____

_____ dollars, with interest at the rate of six per cent. per annum, having deposited with said Trust Company as collateral security

\$ _____ in aggregate purchase price (first instalment of twenty per cent. paid) of agreements for purchase of bonds and stock of McCall Ferry Power Company;

\$ _____ in aggregate principal amount of first mortgage bonds of said McCall Ferry Power Company;

\$ _____ in aggregate par value of preferred stock of said McCall Ferry Power Company;

and said Trust Company is hereby authorized, in case of the non-performance of this promise, to sell in such manner as it may determine, either at brokers' board or at public or private sale, and without notice if such sale is public, the whole or any part of said collaterals, applying the net proceeds to the payment of this note, including interest, and accounting to the undersigned for the surplus, if any.

The undersigned hereby consents and agrees that upon any such sale of any collateral held hereunder, said Trust Company may become the purchaser thereof, and shall hold the same thereafter not as pledgee, but in its own right and absolutely.

In case of deficiency after sale hereunder, the undersigned promises to pay to said Trust Company the amount thereof forthwith, with legal interest.

All collaterals held under this loan and the proceeds thereof shall be held and treated as collateral security for any and all other debts or claims held against the undersigned by said Trust Company and which may be outstanding and unpaid at any time.

In case the undersigned shall be adjudged a bankrupt or shall file a voluntary petition in bankruptcy, or shall make a general assignment for the benefit of creditors, this note shall become forthwith due and payable.

The whole or any part of the principal of the loan evidenced by this note may be paid off at any time at the option of the undersigned on thirty days' notice in writing by the undersigned to said Trust Company.

Agreement for Issuance of McCall Ferry Power Company
Securities to Susquehanna Contracting Company for
Property, Cash, etc.

A G R E E M E N T made June 13th, 1905, be-
tween SUSQUEHANNA CONTRACTING COMPANY, a corporation of
New York; hereinafter called Vendor, and McCALL FERRY
POWER COMPANY, a corporation of Pennsylvania, hereinaf-
ter called Purchaser.

Said parties, each in consideration of the agree-
ments of the other herein, mutually agree as follows:

V e n d o r a g r e e s :

1. To convey and transfer, or cause to be con-
veyed and transferred to Purchaser, all the lands, ripa-
rian rights, islands, river bed, interests in lands, flow-
age rights and "releases of damages", in, along, or con-
nected with, the Susquehanna River in the County of Lan-
caster or the County of York, Pennsylvania, or in the Coun-
ty of Harford or the County of Cecil, Maryland, belonging
to any one or more of the following: Cary T. Hutchinson,
William F. Beyer, George B. Willson, ~~James H. Harlow~~,
~~George K. McGaw~~, the partnership for-
merly known as "York Furnace Power Company", George K.
McGaw, James H. Harlow, George R. Harlow; also all the
right, title and interest of one Charles R. McConkey in
or to four certain tracts of land in or along said por-
tion of said river, under certain contracts for the par-
chase thereof; and also all the right, title and interest
of one William H. Bayless in two certain tracts in or
along said portion of said river in Maryland, known re-
spectively as "Progress" and "New Enterprise"; and also
all the canal, rights, property and franchises of the old
Tide Water Canal Company, being the canal and property ex-
tending along the west bank of said river from the Mary-
land and Pennsylvania state line to Havre de Grace.

-2-

2. To transfer and set over, or cause to be transferred and set over to Purchaser shares of corporate stock as follows:

a. All the capital stock issued and outstanding of the following corporation of Maryland: Proprietors of the Susquehanna Canal chartered under Chap. 23 of the Laws of Maryland, A. D. 1783, and of each of the following corporations of Pennsylvania: Susquehanna Canal and Power Company; Susquehanna Falls Power Company; Susquehanna River Power Company; Susquehanna Storage Lake and Power Company.

b. Two-thirds of the issued capital stock of the Conowingo Land Company of Cecil County, Maryland.

c. All other shares of capital stock in corporations interested in, or in connection with, said river or the development thereof, which Vendor may be able to obtain under any of its existing contracts or arrangements.

3 To vest in or cause to be vested in Purchaser, either by assignment of contracts therefor, or otherwise, the following rights of option:

a. The right and option until July 1, 1905, to purchase a majority of the stock of the Conowingo Bridge Company, a corporation of Maryland, at and for the price of twenty dollars per share.

b. All the rights and options assigned and transferred by Charles D. Pullen by a certain assignment and agreement dated April 29, 1905.

-3-

4. To procure to be made with, or transferred to, Purchaser, agreements consenting to the construction, maintenance and operation by Purchaser, or by any corporation or corporations authorized by it, of a dam or dams and water power plant or plants, at any point or points upon the Susquehanna River, and to the impounding of and flooding by water and other consequences of such construction, maintenance and operation, and waiving and releasing all claims for damage or expense by reason of such construction, maintenance or operation, by each of the following companies: Susquehanna Canal and Power Company, above named; Tide Water & Susquehanna River Railroad Company, a corporation of Pennsylvania and Maryland, Conowingo Bridge Company, above named; the latter agreement and consent, however, to be coupled with Purchaser's agreement that in case any such water power and development shall interfere with the existing bridge of said Bridge Company or its approaches, then all cost and expense of alteration or reconstruction shall be paid by Purchaser.

5. To pay or cause to be paid to Purchaser the sum of six million four hundred thousand dollars.

Purchaser agrees:

1. To issue and deliver to Vendor, or upon its order, eight thousand four hundred and eighty-three bonds of Purchaser, each for the principal sum of One thousand dollars, to be dated 1905, and to be payable in gold thirty ~~thirty~~ years after date, with interest at 5% from date, payable semi-annually on the days of and in each year, such

-4-

bonds to be out of a total authorized issue of ten million dollars in aggregate principal amount, all to be secured by mortgage and pledge covering all the property, real and personal, (except money) hereby agreed to be conveyed or transferred to Purchaser and upon all property to be acquired or produced by the money herein agreed to be paid by Vendor, and also upon all other property which may be acquired by Purchaser through the issue of any of said bonds or of any of its ten million dollars of capital stock; and to be further secured by provision requiring the payment of one hundred and sixty thousand dollars annually after five years into a sinking fund for retiring the bonds at not exceeding one hundred and five per cent. of par.

2. To deliver to Vendor, in certificates made out in such names and amounts as it shall request, preferred stock of Purchaser, of the par value in the aggregate ~~of four million one hundred and sixty thousand and five hundred dollars~~ *of four million one hundred and sixty thousand and five hundred dollars*, and common stock of Purchaser of the par value in the aggregate of four million nine hundred and ninety-nine thousand dollars.

The bonds and stocks aforesaid of Purchaser are to be delivered to Vendor upon receipt of deeds, transfers and other instruments, vesting in Purchaser the properties and rights hereby agreed to be so vested, which shall be within sixty days of the date hereof, and the money hereby agreed to be paid by Vendor to Purchaser shall be so paid within three years from the date hereof, in instalments from time to time as and when demanded by Purchaser by thirty days' notice; and it being understood that Vendor may obtain some part of the moneys

-5-

so to be paid by borrowing the same upon pledge of, or otherwise raising the same upon or with, any or all of the bonds and stocks of Purchaser coming to it, pursuant hereto; and that in these ways Vendor may be obliged to pay interest and commissions; it is further agreed between the parties hereto that all coupons upon the bonds deliverable to Vendor hereunder shall be payable as they mature, but that Vendor shall account for, and pay over to Purchaser the excess of the total amount of such coupon payments, during the period until full payment by Vendor to Purchaser hereunder, over and above the total amount so paid by Vendor for interest and commissions.

All provisions of this agreement are for the benefit of, and may be enforced by, the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF, said parties have executed this agreement in duplicate the day and year first above written.

McCall Ferry Power Co.

Witness by W. F. Beyer
President

Attest
W. F. Beyer

Superior Contracting Co.

Witness by A. P. Nathan
President

Attest

Rose A. Straker
Secretary

Agreement for Acquisition of Hutchinson Properties by
Susquehanna Contracting Company

1143
ST & B 3534

A G R E E M E N T made June 14th, 1905, between
CARY T. HUTCHINSON, of the City of New York, hereinafter
called Vendor, and SUSQUEHANNA CONTRACTING COMPANY, a cor-
poration of New York, hereinafter called Purchaser.

Said parties, each in consideration of the agree-
ments of the other herein, mutually agree as follows:

Vendor agrees to convey and transfer, or cause
to be conveyed and transferred, to McCall Ferry Power Com-
pany, a corporation of Pennsylvania (or its nominees) with
which Purchaser has agreed to cause these and other prop-
erties to be so conveyed, all the lands, riparian rights,
islands, river bed, interests in lands, flowage rights,
easements, releases of damages and real estate and water
interests of every sort, in, along, upon or connected with
the Susquehanna River between Columbia, in Pennsylvania,
and Havre de Grace, in Maryland, belonging to any one or
more of the following: Vendor, William F. Beyer, George
B. Willson, the partnership formerly known as "York Furnace
Power Company."

Purchaser agrees to issue and deliver to Vendor,
or upon his order, in certificates made out in such names
and amounts as Purchaser shall request, four thousand
shares of the par value in the aggregate of four hundred
thousand dollars of the preferred stock and forty eight
thousand eight hundred and forty shares of the par value
in the aggregate of four million eight hundred and eighty
four thousand dollars of the common stock of said McCall
Ferry Power Company, and also to pay to Vendor seven hun-
dred and fifty thousand dollars in money.

Payment of said money shall be made to Vendor up-
on delivery of deeds and other instruments of transfer

conveying and transferring in accordance with the provisions hereof the properties hereby agreed to be so conveyed and transferred, which shall be within fifteen days from the date hereof, and delivery of certificates for said stock shall be as soon thereafter as the mortgage to secure the proposed bond issue of said McCall Ferry Power Company of ten million dollars in aggregate principal amount, shall be delivered, and not later than July 15th, 1905.

All provisions of this agreement are for the benefit of, and may be enforced by, the heirs, representatives and assigns of Vendor and the successors and assigns of Purchaser.

IN WITNESS WHEREOF said parties have duly executed these presents in duplicate the day and year first above written.

Carly T. Hutchinson

*Susquehanna Contracting Co.
by A. J. Bartlett
President*

attest.

*Ross A. Mackey
Secretary*



A G R E E M E N T dated June 20, 1905, between CARY T. HUTCHINSON, of New York, hereinafter called "Vendor", and SUSQUEHANNA CONTRACTING COMPANY, a corporation of New York, hereinafter called "Purchaser".

W H E R E A S Vendor heretofore made with Purchaser an agreement dated June 14, 1905, whereby Vendor agreed to transfer and convey, or cause to be transferred and conveyed, to McCall Ferry Power Company ^{or its nominees} certain lands, interests and other property and rights as in said agreement described, for all of which Purchaser agreed to pay to Vendor the considerations stated in said agreement; and

W H E R E A S it has been agreed that this present agreement shall be made as part of the carrying out of the sale and purchase aforesaid:

N O W T H E R E F O R E, in consideration of the premises and for the considerations of said sale and purchase, and to induce the same, Vendor hereby, for himself, his heirs, representatives and assigns, hereby guarantees and agrees to and with Purchaser, its successors and assigns, that all the taxes, charges, incumbrances, defects or other matters enumerated in the schedule hereto attached which affect some of the properties so being sold and purchased, shall be paid, discharged, cleared off and disposed of on or before August 1st, 1905.

I N W I T N E S S W H E R E O F Vendor has hereunto set his hand and seal the day and year first above written.

Cary Hutchinson

SCHEDULE TO BE ANNEXED TO CONTRACT BETWEEN

CARY T. HUTCHINSON and *Sugg & Lunn Contracting Co.*

DATED JUNE 20, 1905.

I.

Record in Lancaster and York Counties the following deeds made by partners interested in York Furnace Power Company:

- (1) Frederick Shoff and wife to William F. Beyer, dated November 18, 1903.
- (2) Deed from John W. Holman and wife to William F. Beyer, dated February 11, 1904.
- (3) Deed from Walter M. Franklin and wife to George B. Willson and William F. Beyer, dated February 11, 1904.

II.

Make searches against Walter M. Franklin from January 1, 1899 to date, covering all premises in York and Lancaster Counties in which the York Furnace Power Company was interested.

III.

Taxes are due and payable about this time. The sums payable for taxes should be apportioned so that the vendor will pay the proportion from January 1, 1905 to date, and the purchaser the amount due for the balance of the year.

IV.

Coleman Tract, Lancaster No. 9.

The original release of damages for this tract was